2 $1.80 Covering Social Hall, or Native Church

# Quit Claim Deed.

From

Kasco (a native)

To

Ed. H. M.

United States of America, %
District of Alaska, % SS:

I hereby certify that the within instrument was Filed for record, and recorded on this 7 day of July 1903 at 40 minutes past 9 o'clock A M., in Vol. 6 record of Deeds at page 438 & 439 records of Alaska at Skagway:

H.B. LaFevre
District Recorder for Skagway District:

From the office of

**Phil. Abrahams,**
Real Estate, and Notary Public.
17 4th. Avenue.
**Skagway, - - Alaska.**

The Budget Print.

See Correspondence file for July 1924

**This Indenture,** made this 26th day of May in the year of our Lord, one thousand nine hundred and ~~eight~~ five, between Kasko (native) of Haines part y of the first part, and The Board of Home Missions of the Presbyterian Church in the United States of America of , part y of the second part, WITNESSETH:

That the said part y of the first part, for and in consideration of the sum of Three Hundred dollars, lawful money of the United States of America, to him in hand paid by the part y of the second part, the receipt whereof is hereby acknowledged, ha s remised, released, and forever quit-claimed, and by these presents doe s remise, release, and forever quit-claim, unto said part y of the second part, and to its heirs and assigns, all the right, title, interest and estate of said part y of the first part in and to all this certain lot , piece , or parcel of land, situate, lying and being in Haines in the District of Alaska, and described as follows, to-wit:

A piece of ground in the native village of Haines, bounded on the east by lot owned by Dathtunk, on the south by lot owned by Joe Whiskers, on the west by lot owned by William Jackson, on the north by lot owned by Sam. Dennis,
Beginning at a point from which U.S.I.M. No.3 (Mission Rock) bears S.2 deg.11 min. E.786.4 ft.
Thence N.9 deg. 21 min. E. 69.5 ft.
Thence S. 76 deg. 36 min. E. 64 ft.
Thence S. 9 deg. 21 min. W. 65 ft.
Thence N. 80 deg. 39 min. W. 65 ft., the point of beginning.

**Together** with all and singular, the

fixtures, improvements, rights, privileges, tenements, hereditaments and appurtenances, thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

**To Have and to Hold,** all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever. And the said grantor , for his heirs and assigns, hereby covenants and agrees, that the said property is free from all encumbrance, and that he ha s good right to convey the same.

**In Witness Whereof,** the said part of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

his
Kasko + Native
mark

L. C. Jackson

Ella Hawkins

SEAL.

SEAL.

SEAL.

UNITED STATES OF AMERICA,
District of Alaska. } ss.

I, Paul Abrahams, a Notary Public in and for the District of Alaska, duly commissioned, sworn, and qualified, do hereby certify that on this 26th day of May, A. D. 1905, before me personally appeared Kasko (native) to me well known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same with his mark as his free and voluntary act and deed in my presence, and for the uses and purposes therein mentioned.

And ....., wife of the said ..... upon an examination by me seprrate and apart from her said husband, when the contents of said instrument were by me fully made known to her, and she was by me fully apprised of her rights and of the effect of signing said instrument, did, freely and voluntarily, separate and apart from her said husband, acknowledge the same, acknowledging that she did voluntarily, of her own free will and without fear or coercion from her said husband, execute the same as her free and voluntary act and deed and for the uses and purposes therein mentioned.

Given under my hand and official seal this 26th day of May, A. D. 1905

Paul Abrahams
Notary Public in and for the District of Alaska.

My commission expires Feby 6th 1908.

PAUL ABRAHAMS NOTARY PUBLIC DISTRICT OF ALASKA

# NATIVE'S LEASE

THIS INDENTURE, MADE THIS 3rd day of May, A. D., 1916, between the BOARD OF HOME MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA, a missionary corporation, organized under the laws of the State of New York, and authorized to conduct and carry on its work in the Territory of Alaska, party of the first part, hereinafter referred to as the Landlord, which term shall be deemed to include its successors and assigns, and JOE KODGEKAN, of the Town of Haines, Alaska, party of the second part, hereinafter referred to as the Tenant, which said term will be deemed to include his heirs, executors, administrators, successors and assigns:

WITNESSETH: That

WHEREAS, the said Landlord has for many years conducted and carried on at its Mission at the Town of Haines, Alaska, a mission work among Alaskan Natives of Indians, which work besides secular and religious instructions has included and now includes instructions in the modes and methods and customs of Christian people and in domestic, mechanical and agricultural proceedings; and

WHEREAS, the said Landlord did heretofore receive from the United States of America, Letters Patent bearing date of September 16, 1912, conveying to said Landlord land whereon said Mission work has been carried on situate on the shores of Quartermaster's Harbor, Lynn Canal, Alaska, between the United States Military Reservation, known as Fort Williams H. Seward and the Town of Haines, extending inland and across the peninsula from said Lynn Canal; and

WHEREAS: said Tenant being an Alaska Native and having been upon a portion of said tract for eight years, and it being desired to have a more definite arrangement between the said Landlord and Tenant as to his tenancy upon said tract;

NOW, THERFORE, WITNESSETH:

The said Landlord in consideration of the premises and of the rents and covenants hereinafter reserved and contained, has granted, demised and farm-let and by these presents does grant, demise and farm-let, unto the said Tenant of that certain lot, piece or parcel of land situate, lying and being in what is known as the Haines Mission Tract owned by the said Landlord the particular part, piece, parcel or lot of land so occupied by said Tenant which is more particularly bounded and described as follows, to-wit:

Being Lot 8 in Block 5 of the subdivisional survey of said Mission tract, made by H. P. Berkinbini on November 12, 1915.

TO HAVE AND TO HOLD the said lot, piece or parcel of land unto the said Tenants from and after the 3rd day of May, 1916, for and during the period of Five (5) years, fully to be completed and ended, or until the earlier termination of this lease as hereinafter provided, yielding and paying in advance for the same yearly and every year, during said term unto said Landlord the sum of One (1.00) Dollar, lawful money of the United States on the first day of May each and every year during the term hereby granted, the first payment of said rental to be made on the 3rd day of May of the present year; Provided, Always, that if said yearly rental or any part thereof shall not be paid on any day upon which the same shall become due to be paid as aforesaid, then and at all times thereafter it shall and may be lawful for the said Landlord to re-enter into the said premises or any part thereof in the name of the Whole, and re-possess the same again as was its former estate and interest therein; anything herein contained to the contrary notwithstanding; and the said Tenant does hereby covenant and agree to, and with the said Landlord that the said Tenant shall and will on the said day and year during the term hereby granted, well and truly pay unto the said Landlord the said rent hereby reserved; and

THE SAID TENANT HEREBY COVENANTS AND AGREES TO and with the said Landlord that he, the said tenant shall and will after the execution of this lease, construct and keep in good repair and maintain or cause to be constructed,,kept, maintained and repaired on the premises hereby demised, a substantial dwelling house at such place upon said premises herein demised, and upon a plan and in such style, as shall be approved by the said Landlord; that the said dwelling shall be a substantital frame structure of not less than two rooms; that each of said rooms shall contain not less than one hundred (100) square feet of floor surface with at least one glass window having at least eight (8) square feet of opening in each room the said window being so constructed that it may be raised or lowered; that the ceiling of each room shall be at least seven and one half (7-1/2) feet in height; that said structure or house shall be used only and solely for the purpose of a dwelling, and there shall not live therein to exceed two adult persons in each room of said house; that said Tenant will construct or build upon said premises a substantial outhouse or toilet, entirely enclosed with hinged and latched door, and at least one window or aperture which shall be

at least ten (10) inches square and shall be constantly open; said outhouse shall be constructed over a vault which shall be at least two (2) feet below the surface of the ground; which said vault shall be maintained in a sanitary condition during the term of this lease; that said Tenant shall enclose the said premises hereby leased to him by the said Landlord's agent at Haines, with a good and substantial fence, with one or more hinged gates, at least four (4) feet in height and shall keep and maintain said fence in good repair; that the entire premises shall be kept clean and in a sanitary condition and shall be subject to inspection at least once a month or oftener by an authorized agent of the Landlord; the frequency of such inspection to be within the discretion of said agent, and

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED, That if said Tenant shall without the written consent of the said Landlord allow the premises to remain without the construction of a house for a period of six (6) months, or having constructed a house in compliance herewith, shall permit the said premises to remain unoccupied for a period of two (2) calendar years without first having obtained the written consent of the Landlord therefor, the Tenant shall be deemed to have abandoned said premises and the structure shall revert to and become the property of said Landlord as liquidated damages for a breach of said lease; and

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED, That the said Tenant may within thirty (30) days from any termination of this lease, or for any purpose whatsoever remove the house or structure so built by him upon said premises, provided however, that if the Tenant shall fail so to remove the said house within thirty (30) days the same shall revert to and be and become the property of the Landlord as liquidated damages for a breach of said lease; and

THE SAID TENANT ALSO AGREES that he shall and will at his own proper costs and charges bear, pay and discharge all water rents, road taxes and all street or sidewalk taxes, charges and assessments and such duties, taxes, assessments and payments as shall during the term hereby granted be imposed or grow due or payable out of or for said demised premises by virtue of any present or any future law of the United States of America, the Territory of Alaska, the Commissioner's Precinct, the Town of Haines or otherwise; and

THE SAID TENANT FURTHER AGREES, That he shall not, now will he at any time hereafter during the term hereby granted lease; let or demise either all or any part of said premises, nor assign, transfer, nor make over the same, nor any of his term, time or right therein, or this lease to any person or persons whomsoever, nor take into any house now standing upon said premises, or to be hereafter

erected thereon any person or at all, nor upon said premises during said term, nor permit or allow to be taken into such house or upon said premises, a family other than his own immediate household, without the written consent of the Landlord given by or through its agent, the Missionary in charge of said Haines Mission, or other authorized representative of said Board for that purpose first had and obtained; anything herein contained to the contrary notwithstanding; and

THE SAID TENANT FURTHER AGREES, That he shall not nor will he at any time during the term hereof permit nor allow any gambling devices to be placed upon said premises hereby leased, or permit or allow gambling of any kind or character to be carried on thereon or therein, nor will he permit or allow intoxicating liquors or beverages of any kind to be taken upon or into said premises or to be used or to be sold, given away, or disposed of, consumed with or without price thereon; nor will he permit or allow the said property or any part thereof to be used for any immoral purposes or for any purpose calculating to bring discredit upon or injury to the work of said Landlord, nor to impair the value of the surrounding property; and

THE SAID TENANT HEREBY COVENANTS, That the possession of said premises shall be surrendered and delivered up to the said Landlord without fraud or delay at the termination of this lease either by expiration of the period thereof or because of a breach of any of the covenants herein contained; PROVIDED ALWAYS, That it shall be lawful for the said Landlord, when, and as often as default is made in the payment of said rent or any part thereof, or when or as often as the said Tenant shall break or breach any of said herein contained covenants, to at once enter into possessionthereof dispossess and eject the said Tenant therefrom in the manner provided by law; anything to the contrary contained herein notwithstanding; and PROVIDED FURTHER, That this present lease is upon the express condition that if the said Tenant shall at any time during the term hereby granted, erect, make, establish, or carry on, or cause or suffer to be erected, made, established or carried on in any manner on the above described and hereby demised premises, or any part thereof, any of the acts or things, or shall put the said premises or any part thereof to any of the uses or purposes which the said parties hereto have hereunto covenanted against or shall fail in the performance of any or either of the covenants, conditions or provisions in this lease, contained, which on the part and behalf of the said Tenant, are to be observed, performed, fulfilled and kept, then and from thenceforth, this present indenture and the estate and term hereby granted, and every clause,

, article and thing contained on the part and behalf of the said Landlord to be performed and kept, shall cease determine and be utterly void to all intents and purposes, whatsoever; and the term hereby demised shall cease and come to an end absolutely, anything to the contrary herein notwithstanding; and

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED, By and between the parties hereto that if the said Tenant shall during the term of said lease, well and truly perform all of the terms and conditions hereof he may at the expiration of said term obtain a renewal of this lease for a further period upon similar terms, save and except that the rental value thereof shall be agreed upon by the parties hereto, but not less than the rent above reserved; it being further mutually understood, covenanted and agreed by and between the parites that such renewal shall contain like covenants and conditions as herein contained, except as regards the erection of any house or building, if one shall have been erected in compliance herewith, and except that it shall not contain any covenant for further renewal; and

IT IS ALSO MUTUALLY UNDERSTOOD AND AGREED, By and between the parties hereto that no buildings or structures other than as specifically mentioned herein shall be constructed upon said premises except under and pursuant to the written authority of the said Landlord.

IN WITNESS WHEREOF, The said parties hereunto set their hands and seals this the day and year in this instrument first above written.

Signed, sealed and delivered
in presence of
E. L. Winterberger
Alfred Andrews

THE BOARD OF HOME MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA.

Royal G. Gunnison,
Attorney-in-fact, Landlord

Joseph (X) Anderios
Tenant

NATIVE'S LEASE

THIS INDENTURE, MADE THIS 3rd day of May, A. D., 1916, between the BOARD OF HOME MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA, a missionary corporation, organized under the laws of the State of New York, and authorized to conduct and carry on its work in the Territory of Alaska, party of the first part, hereinafter referred to as the Landlord, which term shall be deemed to include its successors and assigns, and JOE KODGEKAN, of the Town of Haines, Alaska, party of the second part, hereinafter referred to as the Tenant, which said term will be deemed to include his heirs, executors, administrators, successors and assigns:

WITNESSETH: That

WHEREAS, the said Landlord has for many years conducted and carried on at its Mission at the Town of Haines, Alaska, a mission work among Alaskan Natives of Indians, which work besides secular and religious instructions has included and now includes instructions in the modes and methods and customs of Christian people and in domestic, mechanical and agricultural proceedings; and

WHEREAS, the said Landlord did heretofore receive from the United States of America, Letters Patent bearing date of September 16, 1912, conveying to said Landlord land whereon said Mission work has been carried on situate on the shores of Quartermaster's Harbor, Lynn Canal, Alaska, between the United States Military Reservation, known as Fort Williams H. Seward and the Town of Haines, extending inland and across the peninsula from said Lynn Canal; and

WHEREAS: said Tenant being an Alaska Native and having been upon a portion of said tract for eight years, and it being desired to have a more definite arrangement between the said Landlord and Tenant as to his tenancy upon said tract;

NOW, THERFORE, WITNESSETH:

The said Landlord in consideration of the premises and of the rents and covenants hereinafter reserved and contained, has granted, demised and farm-let and by these presents does grant, demise and farm-let, unto the said Tenant of that certain lot, piece or parcel of land situate, lying and being in what is known as the Haines Mission Tract owned by the said Landlord the particular part, piece, parcel or lot of land so occupied by said Tenant which is more particularly bounded and described as follows, to-wit:

Being Lot 8 in Block 5 of the subdivisional survey of said Mission tract, made by H. P. Berkinbini on November 12, 1915.

TO HAVE AND TO HOLD the said lot, piece or parcel of land unto the said Tenants from and after the 3rd day of May, 1916, for and during the period of Five (5) years, fully to be completed and ended, or until the earlier termination of this lease as hereinafter provided, yielding and paying in advance for the same yearly and every year, during said term unto said Landlord the sum of One (1.00) Dollar, lawful money of the United States on the first day of May each and every year during the term hereby granted, the first payment of said rental to be made on the 3rd day of May of the present year; Provided, Always, that if said yearly rental or any part thereof shall not be paid on any day upon which the same shall become due to be paid as aforesaid, then and at all times thereafter it shall and may be lawful for the said Landlord to re-enter into the said premises or any part thereof in the name of the Whole, and re-possess the same again as was its former estate and interest therein; anything herein contained to the contrary notwithstanding; and the said Tenant does hereby covenant and agree to, and with t the said Landlord that the said Tenant shall and will on the said day and year during the term hereby granted, well and truly pay unto the said Landlord the said rent hereby reserved; and

THE SAID TENANT HEREBY COVENANTS AND AGREES TO and with the said Landlord that he, the said tenant shall and will after the execution of this lease, construct and keep in good repair and maintain or cause to be constructed,,kept, maintained and repaired on the premises hereby demised, a substantial dwelling house at such place upon said premises herein demised, and upon a plan and in such style, as shall be approved by the said Landlord; that the said dwelling shall be a substantital frame structure of not less than two rooms; that each of said rooms shall contain not less than one hundred (100) square feet of floor surface with at least one glass window having at least eight (8) square feet of opening in each room the said window being so constructed that it may be raised or lowered; that the ceiling of each room shall be at least seven and one half (7-1/2) feet in height; that said structure or house shall be used only and solely for the purpose of a dwelling, and there shall not live therein to exceed two adult persons in each room of said house; that said Tenant will construct or build upon said premises a substantial outhouse or toilet, entirely enclosed with hinged and latched door, and at least one window or aperture which shall be

at least ten (10) inches square and shall be constantly open; said outhouse shall be constructed over a vault which shall be at least two (2) feet below the surface of the ground; which said vault shall be maintained in a sanitary condition during the term of this lease; that said Tenant shall enclose the said premises hereby leased to him by the said Landlord's agent at Haines, with a good and substantial fence, with one or more hinged gates, at least four (4) feet in height and shall keep and maintain said fence in good repair; that the entire premises shall be kept clean and in a sanitary condition and shall be subject to inspection at least once a month or oftener by an authorized agent of the Landlord; the frequency of such inspection to be within the discretion of said agent, and

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED, That if said Tenant shall without the written consent of the said Landlord allow the premises to remain without the construction of a house for a period of six (6) months, or having constructed a house in compliance herewith, shall permit the said premises to remain unoccupied for a period of two (2) calendar years without first having obtained the written consent of the Landlord therefor, the Tenant shall be deemed to have abandoned said premises and the structure shall revert to and become the property of said Landlord as liquidated damages for a breach of said lease; and

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED, That the said Tenant may within thirty (30) days from any termination of this lease, or for any purpose whatsoever remove the house or structure so built by him upon said premises, provided however, that if the Tenant shall fail so to remove the said house within thirty (30 days the same shall revert to and be and become the property of the Landlord as liquidated damages for a breach of said lease; and

THE SAID TENANT ALSO AGREES that he shall and will at his own proper costs and charges bear, pay and discharge all water rents, road taxes and all street or sidewalk taxes, charges and assessments and such duties, taxes, assessments and payments as shall during the term hereby granted be imposed or grow due or payable out of or for said demised premises by virtue of any present or any future law of the United States of America, the Territory of Alaska, the Commissioner's Precinct, the Town of Haines or otherwise; and

THE SAID TENANT FURTHER AGREES, That he shall not, now will he at any time hereafter during the term hereby granted lease; let or demise either All or any part of said premises, nor assign, transfer, nor make over the same, nor any of his term, time or right therein, or this lease to any person or persons whomsoever, nor take into any house now standing upon said premises, or to be hereafter

erected thereon any person or at all, nor upon said premises during said term, nor permit or allow to be taken into such house or upon said premises, a family other than his own immediate household, without the written consent of the Landlord given by or through its agent, the Missionary in charge of said Maines Mission, or other authorized representative of said Board for that purpose first had and obtained; anything herein contained to the contrary notwithstanding; and

THE SAID TENANT FURTHER AGREES, That he shall not nor will he at any time during the term hereof permit nor allow any gambling devices to be placed upon said premises hereby leased, or permit or allow gambling of any kind or character to be carried on thereon or therein, nor will he permit or allow intoxicating liquors or beverages of any kind to be taken upon or into said premises or to be used or to be sold, given away, or disposed of, consumed with or without price thereon; nor will he permit or allow the said property or any part thereof to be used for any immoral purposes or for any purpose calculating to bring discredit upon or injury to the work of said Landlord, nor to impair the value of the surrounding property; and

THE SAID TENANT HEREBY COVENANTS, That the possession of said premises shall be surrendered and delivered up to the said Landlord without fraud or delay at the termination of this lease either by expiration of the period thereof or because of a breach of any of the covenants herein contained; PROVIDED ALWAYS, That it shall be lawful for the said Landlord, when, and as often as default is made in the payment of said rent or any part thereof, or when or as often as the said Tenant shall break or breach any of said herein contained covenants, to at once enter into possessionthereof dispossess and eject the said Tenant therefrom in the manner provided by law; anything to the contrary contained herein notwithstanding; and PROVIDED FURTHER, That this present lease is upon the express condition that if the said Tenant shall at any time during the term hereby granted, erect, make, establish, or carry on, or cause or suffer to be erected, made, established or carried on in any manner on the above described and hereby demised premises, or any part thereof, any of the acts or things, or shall put the said premises or any part thereof to any of the uses or purposes which the said parties hereto have hereunto covenanted against or shall fail in the performance of any or either of the covenants, conditions or provisions in this lease, contained, which on the part and behalf of the said Tenant, are to be observed, performed, fulfilled and kept, then and from thenceforth, this present indenture and the estate and term hereby granted, and every clause,

, article and thing contained on the part and behalf of the said Landlord to be performed and kept, shall cease determine and be utterly void to all intents and purposes, whatsoever: and the term hereby demised shall cease and come to an end absolutely, anything to the contrary herein notwithstanding; and

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED, By and between the parties hereto that if the said Tenant shall during the term of said lease, well and truly perform all of the terms and conditions hereof he may at the expiration of said term obtain a renewal of this lease for a further period upon similar terms, save and except that the rental value thereof shall be agreed upon by the parties hereto, but not less than the rent above reserved: it being further mutually understood, covenanted and agreed by and between the parites that such renewal shall contain like covenants and conditions as herein contained, except as regards the erection of any house or building, if one shall have been erected in compliance herewith, and except that it shall not contain any covenant for further renewal; and

IT IS ALSO MUTUALLY UNDERSTOOD AND AGREED, By and between the parties hereto that no buildings or structures other than as specifically mentioned herein shall be constructed upon said premises except under and pursuant to the written authority of the said Landlord.

IN WITNESS WHEREOF, The said parties hereunto set their hands and seals this the day and year in this instrument first above written.

Signed, sealed and delivered
in presence of
E. L. Winterberger
Alfred Andrews

THE BOARD OF HOME MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA.

Royal G. Gunnison,
Attorney-in-fact, Landlord

Joseph (X) Anderios
Tenant

Haines

( C o p y )

This agreement, made and entered into by and between the Presbyterian board of Home missions of New York City and state of new York the party of the first part, By A.F. McLean its authorized agent; and Jim King an Indian and native of the District of Alaska Residing at Haines in the said district of Alaska, the party of the second part,

WITNESSETH:-

That the said party of the first part hath letten and by these presents do hereby let unto the said party of the second part for an indefinite term for residential purposes the following described lot, piece or parcel of ground situate, being and lying in the land owned by the said party of the first part and known as the Haines Mission land at the said town of Haines; to wit;

Beginning at the North east corner of land occupied by Jimmy Young on the south side of what is known as Main street in the said town of Haines, and running thence east along the south side of said Main street thirty (30) feet, Thence south Eighty (80) feet; Thence west thirty (30) feet, to the east line of the said Jimmy Young Lot, and thence north along the east line of said lot eighty(80) feet to the place of beginning, at the agreed ground rental of one dollars per annum, and it is agreed that if default be made in the payment of the rental as in this agreement provided, or in any of the covenants herein contained, then it shall be lawful for the said party of the first part herein to re-enter into said premises and remove any and all persons therefrom; The said rent herein mentioned shall become due and payable on the first day of June, of each and every year during the life of this agreement;

It is expressly agreed to by and between the parties hereto, that the said party of the second part, may build a dwelling house on the said lot, and that he is to otherwise improve the same by clearing and fencing, that on the end next to the said Main street, he shall put in a gate, and keep the same closed except when passing through;

It is further stipulated and agreed, that the said party of the second part will not during the life of this agreement, sell, attempt to sell, let or sublet nor attempt to sublet the lot hereby demised to any person whomsoever;

It is also expressly agreed and stipulated that this agreement may be cancelled at any time by the said party of the first part by giving ninty days notice to the said party of the second part in writing of its intention so to do; And that at the end of this agreement, the said party of the second shall have the privilige of removing any and all improvments placed on said lot by himself.

And the said party of the second part covenants and agrees to and with the said party of the first part, that he will pay the said ground rent as herein provided, and faithfully and honestly perform all of the covenants herein contained, and at the end of this agreement, when terminated by the said party of the first part as aforesaid, that he will quietly and peaceably deliver up the premises herein mentioned to the party of the first part, in as good state and condition as reasonable use thereof will permit, damages by the elements excepted;

And the said party of the first part doth covenant that the said party of the second part, on paying the said yearly rent as herein mentioned and performing the covenants aforesaid, shall and may, qmietly and peaceably, have, hold and enjoy the said premises for the term aforesaid.

In witness whereof the said parties have hereunto set their hands and seals in duplicate at Haines Alaska, this 27th day of May, A.D.1910.

Done in presence of

The Board of Home Missions
Of the Presbyterian Church.

(signed) Mrs. A.F. McLean

By A. F. McLean, Agent

" J.M. Blankenberg

his
Jim X King
mark.

NATIVE'S LEASE

THIS INDENTURE,MADE THIS 3rd day of May A.D.,1916, between the BOARD OF HOME MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA, an eleemosynary corporation, organized under the laws of the State of New York, and authorized to conduct and carry on its work in the Territory of Alaska,party of the first part, hereinafter referred to as the Landlord, which term shall be deemed to include its successors and assigns, and JOE KODGEKAN, of the Town of Haines, Alaska,party of the second part hereinafter referred to as the Tenant, which said term will be deemed to include his heirs, executors, administrators,successors and assigns:

W I T N E S S E TH: That

WHEREAS, the said Landlord has for many years conducted and carried on at its Mission at the Town of Haines, Alaska, a mission work among Alaskan Natives of Indians, which work besides secular and religious instructions has included and now includes instructions in the modes and methods and customs of Christian people and in domestic,mechanical and agricultural proceedings; and

WHEREAS, the said Landlord did heretofore receive from the United States of America, Letters Patent bearing date of September 16, 1912,conveying to said Landlord land whereon said Mission work has been carried on situate on the [illegible] shores of Quartermaster's Harbor,Lynn Canal,Alaska,between the United States Military Reservation, known as Fort William H.Seward and the Town of Haines, extending inland and across the peninsula from said Lynn Canal: and

WHEREAS, said Tenant being an Alaska Native and Having been upon a portion of said tract for 8 years, and it being desired to have a more definite arrangement between the said Landlord and Tenant as to his tenancy upon said tract; ~~er~~

NOW,THEREFORE,WITNESSETH:

The said landlord in consideration of the premises and of the rents and covenants hereinafter reserved and contained,has granted, demised and farm-let and by these presents does grant, demise and farm-let,unto the said Tenant of that certain lot,piece or parcel of land situate, lying and being in what is known as the Haines Mission Tract owned by the said Landlord which particular piece of parcel or lot of land so occupied by said Tenant is more particularly bounded and described as follows,to-wit:

Being Lot 8 in Block 5 of the subdivisional survey of said Mission tract, made by H.P.Barkinbini on November 12,1915.

TO HAVE AND TO HOLD the said lot, piece or parcel of land unto the said Tenants from and after the 3rd day of May,1916, for and during the period of Five (5) years, fully to be completed and ended, yielding and paying in advance for the same yearly and every year, during said term unto said Landlord the sum of One (1.00) Dollar, lawful money of the United States on the First day of May each and every year during the term hereby granted, the first payment of said rental to be made on the 3rd day of May of the present year; Provided, Always, that if said yearly rental or any part thereof shall not be paid on any day upon which the same shall become due to be paid as aforesaid, then and at all times thereafter it shall and may be lawfulfor the said Landlord to re-enter into the said premises or any part thereof in the name of the whole, and to re-possess the same again as was its former estate and interest therein; anything herein contained to the contrary notwithstanding; and the said Tenant does hereby covenant and agree to, and with the said Landlord that the said Tenant shall and will on the said day and year during the term hereby granted, well and truly pay unto the said Landlord the said rent hereby reserved; and

THE SAID TENANT HEREBY COVENANTS AND AGREES TO and with the said Landlord that he the said Tenant shall and will after the execution of this lease, keep in good repair and maintain or cause to be kept, maintained or repaired on the premises hereby demised, a substantial dwelling house at such place upon said premises as shall be herein demised, and upon a plan and in such style as shall be approved by the said Landlord; that the said dwelling shall be a substantial frame structure of not less than two rooms; that each of said rooms shall contain not less than one hundred (100) square feet of floor surface with at least one glass window having at least eight (8) square feet of opening in each room the said window being so constructed that it may be raised or lowered; that the ceiling of each room shall be at least seven and one half (7-1/2) feet in height; that said structure or house shall be used only and solely for the purpose of a dwelling, and there shall not live therein to exceed two adult persons in each room of said house; that said Tenant will construct or build upon said premises a substantial outhouse or toilet, entirely enclosed with hinged and latched door, and at least one window or aperture which shall be at least ten (10) inches square and shall be constantly open; said outhouse shall be constructed over a vault which shall be at least two (2) feet below the surface of the ground; which said vault shall be maintained in a sanitary condition during the term of this lease; that said Tenant shall enclose the said premises hereby leased to him by the said Landlord's agent at Haines, a good and substantial fence, with one or more hinged gates, at least Four (4)

feet in height and shall keep and maintain said fence in good repair; that the entire premises shall be kept clean and in a sanitary condition and shall be subject to inspection at least once each month or oftener by an authorized agent of the LAndlord; the frequency of such inspection to be within the discretion of said agent;and

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED, That if said Tenant shall without the written consent of the said Landlord allow the premises to remain without the construction of a house for a period of six (6) months, or having constructed a house in compliance herewith, shall permit the said premises to remain unoccupied for a period of two (2) calendar years without first having obtained the written consent of the Landlord therefore, the Tenant shall be deemed to have abandoned said premises and the structure shall revert to and become the property of said Landlord as liquidated damages for a breach of said lease; and

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED, That the said Tenant may within thirty (30) days from any termination of this lease, or for any purpose whatsoever remove the house or structure so built by him upon said premises, Provided However, that if the Tenant shall fail so to remove the said house within thirty (30) days the same shall revert to and be and become the property of the Landlord as liquidated damages for a breach of said lease; and

THE SAID TENANT ALSO AGREES that he shall and will at his own proper costs and charges bear,pay and discharge all water rents, road taxes and all street or sidewalk and such duties, taxes, assessments and payments that shall during the term hereby granted be imposed or grow due or payable out of or for said demised premises by virtue of any present or any future law of the United States of America, the Territory of Alaska, the Commissioner's Precinct,the Town of Haines or otherwise; and

THE SAID TENANT FURTHER AGREES, That he shall not, nor will he at any time hereafter during the term hereby granted lease; let or demise either all or any part of said premises, nor assign, transfer, nor make over the same, nor any of his term, time or right therein, to any person or persons whomsoever,nor take into any house now standing upon said premises, or to be hereafter erected thereon any person or at all, nor upon said premises during said term, nor permit or allow to be taken into such house or upon said premises, a family other than his own immediate household, without the written consent of the Landlord given by or through its agent, the Missionary in charge of said Haines Mission or other

authorized representative of said Board for that purpose first had and obtained; anything herein contained to the contrary notwithstanding; and

THE SAID TENANT FURTHER AGREES, That he shall not nor will he at any time during the term hereof permit ~~permit~~ nor allow any gambling devices to be placed upon said premises hereby leased, or permit or allow gambling of any kind or character to be carried on thereon or therein, nor will he permit or allow intoxicating liquors or beverages of any kind to be taken upon or into said premises or to be used or to be sold, given away, or disposed of, consumed with or without price thereon; nor will he permit or allow the said property or any part thereof to be used for any immoral purposes or for any purpose calculating to bring discredit upon or injury to the work of said Landlord, nor to impair the value of the surrounding property; and

THE SAID TENANT HEREBY COVENANTS, That the possession of said premises shall be surrendered and delivered up to the said Landlord without fraud or delay at the termination of this lease either by expiration of the period thereof or because of a breach of any of the covenants herein contained; PROVIDED ALWAYS, That it shall be lawful for the said Landlord, when, and as often as default is made in the payment of said rent or any part thereof, or when or as often as the said Tenant shall break or breach any of said herein contained covenants as to the use of said premises, to at once enter into possession thereof and eject the said Tenant therefrom in the manner provided by law; anything to the contrary contained herein notwithstanding; and PROVIDED FURTHER, That this present lease is upon the express condition that if the said Tenant shall at any time during the term hereby granted, erect, make, establish, or carry on, or cause or suffer to be erected, made, established or carried on in any manner on the above described and hereby demised premises, or any part thereof, any of the act or things, or shall put the said premises or any part thereof to any of the uses or purposes which the said parties hereto have hereunto covenanted against or shall fail in the performance of any or either of the covenants, conditions or provisions in this lease, contained, which on the part and behalf of the said Tenant, are to be observed, performed, fulfilled and kept, then and from thenceforth, this present indenture and estate hereby granted and every clause, article and thing contained on the part and behalf of the said Landlord to be performed fully and kept, shall cease determine and be utterly void to all intents and purposes, what-

soever; anything to the contrary herein notwithstanding; and

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED, By and between the parties hereto that if the said Tenant shall during the term of said lease, well and truly perform all of the terms and conditions hereof he may at the expiration of said term obtain a renewal of this lease for a further period upon similar terms, save and except that the rental value thereof shall be agreed upon by the parties hereto, but not less than the rent above reserved; it being further mutually understood, covenanted and agreed by and between the parties that such renewal shall contain like covenants and conditions as herein contained, except as regards the erection of any house or building; and

IT IS ALSO MUTUALLY UNDERSTOOD AND AGREED, By and between the parties hereto that no buildings or structures other than as specifically mentioned herein shall be constructed upon said premises except under and pursuant to the written authority of the said Landlord.

IN WITNESS WHEREOF, The said parties have hereunto set their hands and seals this the day and year in this instrument first above written.

THE BOARD OF HOME MISSIONS OF
THE PRESBYTERIAN CHURCH IN THE
UNITED STATES OF AMERICA.

Signed,sealed and delivered
in presence of
E.L.Winterberger
Alfred Andrews

[redacted] G.Gunnison.
Attorney-in-fact. Landlord

Joseph ( X) Anderios
Tenant.

This Indenture, made and entered into this 18th day of May, 1920, between the Board of Home Missions of the Presbyterian Church, in the United States of America, an eleemosynary corporation, the party of the first part, and Charles B. McRae, of the town of Haires, Alaska, the party of the second part,

WITNESSETH THAT

The party of the first part doth demise and farm-let unto the said party of the second part, all of that certain piece or parcel of land situate, lying and being within boundaries of the parcel of ground known as the Mission Tract of said landlord in the town of Haines, and more particularly described as follows, to wit:

Being the tract of land situate South and West of the buildings commonly known as Hospital, Manse and Church located on N.E. corner of Mission Tract, in said town of Haines , and bounded as follows.

Beginning at a point on the Haines-Porcupine road just West of the building known as the Haines fire house, thence running East along Main Street to the Mission Church, thence in a generally southern direction to and including the barn and barn yard, with reservations hereinafter noted, thence south along the west line of the Hospital grounds to the fence running East and West. Thence West along this fence in a generally Western direction for about twenty-five rods, then directly North twenty-five rods to the Haines Porcupine road and fence, thence East to the point of starting, viz: the Haines fire house, said tract of arable land comprising about five or six acres.

Further, that tract of land lying to the South of the above described plot and known and used as pasture land.

To have and to hold for the purpose of cultivating and pasturing the same, from and after the First day of March 1920, to and including the last day of February 1921 yielding and paying for the same two hundred dollars ($200) as follows: Twenty-five dollars on the first day of March, Seventy-five dollars on the first day of July 1920, and the remaining $100 on the first day of October 1920.

The party of the first part also doth covenant and agree to permit the party of the second part, the use of the following buildings: the farm barn, and the root house, with the following reservations, the use of at least one stable for stabling a cow by the Missionary in charge and the lower bin in the West end of the root house for the storage of vegetables. The chicken house and pig pen with yards are considered as not leased by the Mission Board to said Charles McRae.

Provided always that if the rental herein stipulated shall not be paid on or before the day when the same shall become due to become paid to the aforesaid or his agent at Haines, then at all times thereafter it shall and may be lawful for the said landlord to reenter into the said premises or any part thereof in the name of the whole and repossess the same according as was its former astate therein anything to the contrary herein contained notwithstanding.

AND IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto, that the said lessee will keep all fences enclosing such tracts of land as named in this lease and

used by him, in good repair during the term of this lease.

IT IS FURTHER MUTALLY UNDERSTOOD AND AGREED BY and between the parties hereto that the party of the second part will not sublet the said land or any part thereof to any person or persons whomsoever, during the term of this lease, and at the expiration of this lease will quit and surrender the premises in good state and condition and leave the fences and building in a good state of repair.

It is hereby mutually understood, stipulated and agreed that at the expiration of the term above mentioned, the said lessee, if he shall notify the said lessor in writing at least four months before the expiration of the present lease that he desires to renew the same, shall have the first right to renewal of same, the annual rental and the terms of the lease to be a matter to be agreed upon by the parties at that time.

IN WITNESS WHEREOF THE SAID PARTIES HAVE HEREUNTO set their hands and seals this , the day and year in this instrument first above written.

Signed, sealed and delivered in presence of:

C. G. Denton

THE BOARD OF HOME MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA.

C. B. McCall

Memorandum

By the terms of this lease James Watson becomes the lessee of Lot 8, Block 3.

James Watson has heretofore had a lease to a lot 33' x 140 feet on the E. side of Fourth Ave. and a part of the street. His house was built here before the survey was made.

This lot was originally leased to Jimmie Young on May 12,1916. Young sold his house and relinquished his lease lease to John James who has since died.

Now, the widow of John James, who is now Mrs. John Mark, has sold the house and relinquished the le lease held by her husband in favor of James Watson to whom this lease is made.

James Watson has received permission and intends as soon as weather will permit to move his house from the street (above) to Lot 8,Block 3. He has relinquished his lease to the 33' x 140' in the street and that area is no longer subject to lease. Watson is a good man and tenant.

## MAYNE'S LEASE

THIS INDENTURE, made this 11th day of Feb A.D. 1911, between the BOARD OF HOME MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA, an eleemosynary corporation, organized under the laws of the State of New York, and authorized to conduct and carry on its work in the territory of Alaska, party of the first part, hereinafter referred to as the Landlord, which term shall be deemed to include its successors and assigns, and James Watson of the Town of Haines, Alaska, party of the second part hereinafter referred to as the Tenant, which said term will be deemed to include his heirs, executors, administrators, successors and assigns

WITNESSETH: That,

WHEREAS, the said Landlord has for many years conducted and carried on at its Mission at the Town of Haines, Alaska, a mission work among Alaskan Natives or Indians, which work besides secular and religious instructions has included and now includes instructions in the modes and methods and customs of Christian people and in domestic, mechanical and agricultural processes; and

WHEREAS, the said Landlord did heretofore receive from the United States of America, Letters Patent bearing date of September 18, 1912, conveying to said Landlord land whereon said mission work has been carried on situate on the shores of Quartermasters Harbor, Lynn Canal, Alaska, between the United States Military Reservation, known as Fort William H. Seward, and the Town of Haines, extending inland and across the peninsula from said Lynn Canal; and

WHEREAS, said Tenant being an Alaska Native and having a desire to occupy a portion of said tract and it being advisable that there exist a definite arrangement between said Landlord and Tenant as to his tenancy upon said tract;

NOW, THEREFORE, WITNESSETH:

The said Landlord in consideration of the premises and of the rents and covenants hereinafter reserved and contained, has granted, demised and farm-let, unto the said Tenant that certain lot, piece or parcel of land situate, lying and being in what is known as the Haines Mission Tract, owned by the said Landlord, which particular piece or parcel or lot of land so occupied by said Tenant is more particularly bounded and described as follows, to-wit: Lot..8..... of Block..3.....as shown on the Map of the subdivisional survey of said Mission Tract made by H.F.Kirkintine on November 1st, 1913.

TO HAVE AND TO HOLD the said lot, piece or parcel of land unto the said Tenant from and after the..11th..day of..Feb.....,1921, for and during the period of..One...year..,fully to be completed and ended, yielding and paying in advance for the same yearly, and every year, during said term unto said Landlord, the sum of..One..... dollars($.1.) lawful money of the United States, on the ..11th..day of ..Feb.....,each and every year during the term hereby granted, the first payment of said rental to be made on the..11th...day of ..Feb..... of the present year; Provided, Always, that if said yearly rental or any part thereof shall not be paid on any day upon which the same shall become due to be paid as aforesaid, then and at all times thereafter it shall and may be lawful for the said Landlord, to reenter the said premise or any part thereof in the name of the whole, and to repossess the same again as was its former estate and interest therein; anything herein contained to the contrary notwithstanding; and the said Tenant does hereby covenant and agree to and with the said Landlord that the said Tenant shall and will on the said day and year during the term hereby granted well and truly pay unto the said Landlord the said Landlord the said rent hereby reserved; and

THE SAID TENANT HEREBY COVENANTS AND AGREES to and with the said Landlord that he, the said Tenant shall and will after the execution of this lease keep in good repair and maintain or cause to be

maintained or repaired on the premises hereby demised, a substantial dwelling house at such place upon said premises as shall be herein demised, and upon a plan and in such style as shall be approved by the said Landlords; that the said dwelling shall be a substantial frame structure of not less than two rooms; that each of said rooms shall contain not less than one hundred(100) square feet of floor surface with at least one glass window having at least eight(8)square feet of opening in each room, said window being so constructed that it may be raised or lowered; that the ceiling of each room shall be at least seven and one half(7 1/2) feet in height; that said structure or house shall be used only and solely for the purpose of a dwelling and there shall not live therein to exceed two adult persons in each room of said house; that said Tenant will construct or build upon said premises a substantial outhouse or toilet, entirely enclosed with hinged and latched door, and at least one window or aperture which shall be at least ten (10) inches square and shall be constantly open; said outhouse shall be constructed over a vault which shall be at least two(2) feet below the service of the ground; which said vault shall be maintained in a sanitary condition during the term of this lease; that said Tenant shall enclose the said premises hereby leased to him by the said Landlord's agent at Haines a good and substantial fence, with one or more hinged gates, at least four(4) feet in height and shall keep and maintain said fence in good repair; that the entire premises shall be kept clean and in a sanitary condition and shall be subject to inspection at least once each month or oftener by an authorized agent of the Landlord; the frequency of such inspection to be within the discretion of said agent; and

IT IS FURTHER MUTUALLY AGREED AND UNDERSTOOD, That if said Tenant shall without the written consent of the said Landlord allow the premises to remain without the construction of abouse for a period of six months, or having constructed a house in compliance herewith, shall permit the said premises to remain unoccupied for a period of two(2) calendar years without first having obtained the written consent of the Landlord therefor, the Tenant shall be deemed to have abandoned said premises and the structure shall revert to and become

the property of said Landlord as liquadated damages for a breach of said lease; and

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED, That the said Tenant may within thirty(30) days from any termination of this lease, or for any purpose whatsoever remove the house or structure so built by him upon said premises, Provided, However, that if the Tenant shall fail so to remove the said house within thirty(30) days the same shall revert to and become the property of the Landlord as liquidated damages for a breach of said lease; and

THE SAID TENANT ALSO AGREES, That he shall and will at his own proper costs and charges bear, pay and discharge all water rents, road taxes and all street or sidewalk assessments and such duties, taxes, assessments and payments that shall during the term hereby granted be imposed or grow due or payable out of or for said demised premises by virtue of any present or future law of the United States of America the Territory of Alaska, the Commissioner's Precinct, the Town of Haines, or otherwise; and,

THE SAID TENANT FURTHER AGREES, That he shall not, nor will he at any time hereafter during the term hereby granted lease, let or demise either all or any part of said premises, nor assign, transfer, nor make over the same, nor any of his term, time or right therein to any person or persons whomsoever, nor take into any house now standing upon said premises, or to be hereafter erected thereon any person or at all, nor upon said premises during said term, nor permit or allow to be taken into such house or upon said premises, a family other than his own immediate household, without the written consent of the Landlord given by or through its agent, the Missionary in charge of said Haines Mission, or other authorized representative of said Board for that purpose first had and obtained; any thing herein contained to the contrary notwithstanding; and,

THE SAID TENANT FURTHER AGREES, That he shall not, nor will he at any time during the term hereof permit nor allow any

any gambling devices to be placed upon said premises hereby leased or permit or allow gambling of any kind or character to be carried on thereon or therein, nor will he permit or allow intoxicating liquors or beverages of any kind to be taken upon or into said premises or to be used or to be sold, given away, or disposed of, consumed with or without price thereon; nor will he permit or allow the said property or any part thereof to be used for any immoral purposes or for any purpose calculated to bring discredit upon or injury to th work of said Landlord, nor to impair the value of the surrounding property; and,

THE SAID TENANT HEREBY COVENANTS, That the possession of said premises shall be surrendered and delivered up to the said Landlord without fraud or delay at the termination of this lease either by expiration of the period thereof or because of a breach of any of the covenants herein contained; PROVIDED ALWAYS, That it shall be lawful for the said Landlord, when, and as often as default is made in payment of said rent or any part thereof, or when or as often as the said Tenant shall break or breach any of said herein contained covenants as to the use of said premises, to at once enter into possession thereof and eject the said Tenant therefrom in the manner provided by law; anything to the contrary contained herein notwithstanding; and, PROVIDED FURTHER, That this present lease is upon the express condition that if the said Tenant shall at any time during the term hereby granted, erect,make,establish, or carry on or cause or suffer to be erected, made, established or carried on in any manner onthe above described and hereby demised premises, or any part thereof, any of the act or things, or shall put the said premises or any part thereof to any of the uses or purposes which the said parties hereto have hereunto covenanted against or shall fail in the performance of any oreither of the covenants, conditions or provisions of in this lease contained, which, on the art and behalf of the said Tenant, are to be observed, performed, fulfilled and kept, then and from thenceforth, this present indenture and estate hereby granted and every clause,article and thing herein contained on the part and behalf of the said Landlord to be performed fully and kept, shall cease, determine and be utterly void to all intents and

purposes whatsoever; anything to the contrary herein notwithstanding: and,

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED, By and between the said parties hereto that if the said Tenant shall during the term of said lease, well and truly perform all of the terms and conditions hereof he may at the expiration of said term obtain a renewal of this lease for a further period upon similar terms, save and except that the rental value thereof shall be agreed upon by the parties hereto, but not less than the rent above reserved; IT BEING FURTHER MUTUALLY UNDERSTOOD, COVENANTED AND AGREED by and between the parties that such renewal shall contain like covenants and conditions as herein contained, except as regards the erection of any house or building; and,

IT IS ALSO MUTUALLY UNDERSTOOD AND AGREED, By and between the parties hereto that no buildings or structures other than as specifically mentioned herein shall be constructed upon said premises except under and pursuant to the written authority of the said Landlord.

IN WITNESS WHEREOF, The said parties have hereunto set their hands and seals this the day and year in this instrument first above written,

THE BOARD OF HOME MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA,

Signed, sealed and delivered in presence of:

By James A. Gordon
Attorney-in-fact, Landlord

George Rasco

L. S. Patton
Witnesses

James Watson
Tenant

James Watson

Original

Memorandum

This lease to Lot 7, Block 2, issued Feb.11,1921, in favor of Charlie Jackson, supercedes and annuls a former lease to George Kasko, issued May 3,1915.

George Kasko has sold his house, situated on this lot, to said Charlie Jackson and has removed from the Mission Tract. In his stead Charlie Jackson now becomes the lessee of this lot.

NATIVE'S LEASE

THIS INDENTURE, made this 11th day of Feb A.D. 1921, between the BOARD OF HOME MISSIONS OF THE PRESBTTERIAN CHURCH IN THE UNITED STATES OF AMERICA, an eleemosynary corporation, organized under the laws of the State of New York, and authorized to conduct and carry on its work in the Territory of Alaska, party of the first part, hereinafter referred to as the Landlord, which term shall be deemed to include its successors and assigns, and Charlie Jackson of the Town of Haines, Alaska, party of the second part hereinafter referred to as the Tenant, which said term will be deemed to include his heirs, executors, administrators, successors and assigns

WITNESSETH: That,

WHEREAS, the said Landlord has for many years conducted and carried on at its Mission at the Town of Haines, Alaska, a a mission work among Alaskan Natives or Indians, which work besides secular and religious instructions has included and now includes instructions in the modes and methods and customs of Christian people and in domestic, mechanical and agricultural proceedings; and

WHEREAS, the said Landlord did heretofore receive from the United States of America, Letters Patent bearing date of September 16, 1912, conveying to said Landlord land whereon said mission work has been carried on situate on the shores of Quartermasters Harbor, Lynn Canal, Alaska, between the United States Military Reservation, known as Fort William H. Seward, and the Town of Haines, extending inland and across the peninsula from said Lynn Canal; and

WHEREAS, said Tenant being an Alaska Native and having a desire to occupy a portion of said tract and it being advisable that there exist a definite arrangement between said Landlord and Tenant as to his tenancy upon said tract;

NOW, THEREFORE, WITNESSETH:

The said Landlord in consideration of the premises and of the rents and covenants hereinafter reserved and contained, has granted, demised and farm-let, unto the said Tenant that certain lot, piece or parcel of land situate, lying and being in what is known as the Haines Mission Tract, owned by the said Landlord, which particular piece or parcel or lot of land so occupied bybsaid Tenant is more particularly bounded and described as follows, towitM Lot...7..... of Block.....2.....as shown on the Map of the subdivisional survey of said Mission Tract made by H.P.Birkinbine on November 12,1915m

TO HAVE AND TO HOLD the said lot, piece or parcel of land unto the said Tenant from and after the.11th...day of.Feb.....,1921, for and during the period of.One.....year,,,fully to be completed and ended, yielding and paying in advance for the same yearly, and every year, during said term unto said Landlord, the sum of.One..... dollars($.1) lawful money of the United States, on the 11th...day of .Feb.....,each and every year during the term hereby granted, the first payment of said rental to be made on the..11th...day of .Feb..... of the present year; Provided, Always, that if said yearly rental or any part thereof shall not be paid on any day upon which the same shall become due to be paid as aforesaid, then and at all times thereafter it shall and may be lawful for the said Landlord, to reenter the said premise or any part thereof in the name of the whole, and to repossess the same again as was its former estate and interest thereinM; anything herein contained to the contrary notwithstanding; and the said Tenant does hereby covenant and agree to and with the said Landlord that the said Tenant shall and will on the said day and year during the term hereby granted well and truly pay unto the said Landlord the said Landlord the said rent hereby reserved; and

THE SAID TENANT HEREBY COVENANTS AND AGREES to and with the said Landlord that he, the said Tenant shall and will after the execution of this lease keep in good repair and maintain or cause to be

maintained or repaired on the premises hereby demised, a substantial dwelling house at such place upon said premises as shall be herein demised, and upon a plan and in such style as shall be approved by the said Landlordm; that the said dwelling shall be a substantial frame structure of not less than two rooms; that each of said rooms shall contain not less than one hundred(100) square feet of floor surface with at least one glass window having at least eight(8)square feet of opening in each room, said window being so constructed that it may be raised or lowered; that the ceiling of each room shall be at least seven and one half(7 1/2) feet in height; that said structure or house shall be used only and solely for the purpose of a dwelling and there shall not live therein to exceed two adult persons in each room of said house; that said Tenant will construct or build upon said premises a substantial outhouse or toilet, entirely enclosed with hinged and latched door, and at least one window or aperture which shall be at least ten (10) inches square and shall be constantly open; said outhouse shall be constructed over a vault which shall be at least two(2) feet bekow the service of the groubd; which said vault shall be maintained in a sanitary condition during the term of this lease; that said Tenant shall enclose the said premises hereby leased to him by the said Landlord's agent at Haines a good and substantial fence, with one or more hinged gates, at least four(4) feet in height and shall keep and maintain said fence in good repair; that the entire premises shall be kept clean and in a sanitary condition and shall be subject to inspection at least once each month or oftener by an authorized agent of the Landlord; the frequehcy of such inspection to be within the discretion of said agent; and

IT IS FURTHER MUTUALLY AGREED AND UNDERSTOOD, That if said Tenant shall without the written onsent of the said Landlord allow the premises to remain without the construction of ahouse for a period of six months, or having constructed a house in compliance herewith, sha shall permit the said premises to remain unoccupied for a period of two(2) calendar years without first having obtained the written consent of the Landlord therefor, the Tenant shall be deemed to have abandoned said premises and the structure shall revert to and become

the property of said Landlord as liquadated damages for a breach of said lease; and

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED, Tha the said Tenant may within thirty(30) days from any termination of this Lease, or for any purpose whatsoever remove the house or structure so built by him upon said premises, Provided, However, that if the Tenant shall fail so to remove the said house within thirty(30) days the same shall revert to and become the property of the Landlord as liquidated damages for a breach of said Lease; and

THE SAID TENANT ALSO AGREES, That he shall and will at his own proper costs and charges bear, pay and discharge all water rents, road taxes and all street or sidewalk assessments and such duties, taxes, assessments and payments that shall during the term hereby granted be imposed or grow due or payable out of or for said demised premises by virtue of any present or future law of the United States of America the Territory of Alaska, the CommissionerVs Precinct, the Town of Haines, or otherwise; and,

THE SAID TENANT FURTHER AGREES, That he shall not, nor will he at any time hereafter during the term hereby granted lease, let or demise either all or any part of said premises, nor assign, transfer, nor make over the same, nor any of his term, time or right therein to any person or persons whomsoever, nor take into any house now standing upon said premises, or to be hereafter erected thereon any person or at all, nor upon said premises during said term, nor permit or allow to be taken into such house or upon said premises, a family other than his own immediate household, without the written consent of the Landlord given by or through its agent, the Missionary in charge of said Haines Mission, or other authorized representative of said Board for that purpose first had and obtained; any thing herein contained to the contrary notwithstanding; and,

THE SAID TENANT FURTHER AGREES, That he shall not, nor will he at any time during the term hereof permit nor alow any

any gambling devices to be placed upon said premises hereby leased or permit or allow gambling of any kind or character to be carried on thereon or therein, nor will he permit or allow intoxicating liquors or beverages of any kind to be taken upon or into said premises or to be used or to be sold, given away, or disposed of, consumed with or without price thereon; now will he permit or allow the said property or any part thereof to be used for any imoral purposes or for any purpose calculated to bring discredit upon or injury to th work of said Landlord, nor to impair the value of the surroubding property; and,

THE SAID TENANT HEREBY COVENANTS, That the possession of said premises shall be surrendered and delivered up to the said Landlord without fraud or delay at the termination of this lease either by expiration of the period thereof or because of a breach of any of the covenants herein contained; PROVIDED ALWAYS, That it shall be lawful for the said Landlord, when, and as often as default is made in payment of said rent or any part thereof, or when or as often as the said Tenant shall break or breach any of said herein combined covenants as to the use of said premises, to at once enter into possession thereof and eject the said Tenant therefrom in the manner provided by law; anything to the contrary contained herein notwithstanding; and, PROVIDED FURTHER, That this present lease is upon the express condition that if the said Tenant shall at any time during the term hereby granted, erect, make, establish, or carry on or cause or suffer to be erected, made, established or carried on in any manner onthe above described and hereby demised premises, or any part thereof, any of the act or things, or shall put the said premises or any part thereof to any of the uses or purposes which the said parties hereto have hereunto covenanted against or shall fail in the performance of any oreither of the covemants, conditions or provisions of in this lease contained, which, on the art and behalf of the said Tenant, are to be observed, performed, fulfilled and kept, then and from thenceforth, this present indenture and estate hereby granted and every clause, article and thing herein contained on the part and behalf of the said Landlord to be performed fully and kept, shall cease, determine and be utterly void to all intents and

purposes whatsoever; anything to the contrary herein notwithstanding; and,

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED, By and between the said parties hereto that if the said Tenant shall during the term of said lease, well and truly perform all of the terms and conditions hereof he may at the expiration of said term obtain a renewal of this lease for a further period upon similar terms, save and except that the rental value thereof shall be agreed upon by the parties hereto, but not less than the rent above reserved; IT BEING FURTHER MUTUALLY UNDERSTOOD. COVENANTED AND AGREED by and between the parties that such renewal shall contain like covenants and conditions as herein contained, except as regards the erection of any house or building; and,

IT IS ALSO MUTUALLY UNDERSTOOD AND AGREED, By and between the parties hereto that no buildings or structures other than as specifically mentioned herein shall be constructed upon said premises except under and pursuant to the written authority of the said Landlord.

IN WITNESS WHEREOF, The said parties have hereunto set their hands and seals this the day and year in this instrument first above written,

THE BOARD OF HOME MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA,

Signed, sealed and delivered in presence of:

By James A Coudit
Attorney-in-fact, Landlord

Mrs. C. G. Denton

C G Denton
Witnesses

his
Charlie X Jackson
mark
Tenant

Charlie Jackson Original

THIS INDENTURE, made and entered into this ...May 30th... 1921 between the BOARD of HOME MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA, an eleemosynary corporation, the party of the first part, and CHARLES B. MCRAE, of the town of Haines, Alaska, the party of the second part.

Witnesseth that the party of yhe first part doth demise and farm-let unto the said party of the second part, all of that certain piece or parcel of land situate, lying and being within boundaries of the parcel of ground known as the Mission Tract of said landlord in the town of Haines, and more particularly described as follows, to wit:

Being the tract of land situate South and West of the buildings commonly known as Hospital, Manse, and Church, located on the N. E. corner of Mission Tract, in said town of Haines, and bounded as follows:

Beginning at a point on the Haines-Porcupine Road, just west of the building known as the Haines Fire-House, thence running East along Main Street, to the Mission Church, thence in a general southern direction to and including, the barn and barn yard, with reservations hereinafter noted, thence South along the west line of the Hospital grounds to the fence running East and West. Thence West along this fence in a generally western direction for about twenty-five rods, then directly North twenty-five rods to the Haines-Porcupine road and fence, thence East to the point of starting, viz: the Haines Fire House, said tract of arable land comprising about five or six acres.

Further, that tract of land lying to the South of the above described plot and known and used as pasture land.

To have and to hold for the purpose of cultivating and pasturing the same, from and after the first day of ...March 1921... to and including the last day of ...February 1922... yielding and paying for the same two hundred dollars ($200.00) as follows: twenty-five dollars on the first day of March, Seventy-five dollars on the first day of ~~July~~ October 1921 and the remaining one hundred dollars on the first day of ~~July~~ October 1921.

The party of the first part also doth covenant and agree to permit the party of the second part, the use of the following buildings: the farm barn, and the root house, with the following reservations, the use of at least one stable for stabling a cow by the Missionary in charge

and the lower bin in the West end of the root house for the storage of vegetables. The chicken house and pig-pen with yards are not considered leased by the Mission Board to said Charles B. McRAE.

Provided always that if the rental herein stipulated shall not be paid on or before the day when the same shall become due to become paid to the aforesaid or his agent at Haines then at all times thereafter it shall and may be lawful for the said landlord at reenter into the said premises or any part thereof, in the name of the whole and repossess the same according as was its former estate therein, anything to the contrary herein contained notwithstanding.

AND IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto, that the said lessee will keep all fences enclosing such tracts of land as named in this lease and used by him in good repair during the term of this lease.

IT IS FURTHER UNDERSTOOD AND AGREED BY and between the parties hereto that the party of the second part will not sublet the said land or any part thereof to any person or persons whomsoever, during the term of this lease, and at the expiration of this lease will quit and surrender the premises in good condition and leave the fences and building in good state of repair.

It is hereby mutually understood, stipulated and agreed that at the expiration of the term above mentioned, the said lessee, if he shall notify the said lessor in writing at least four months before the expiration of the present lease, that he desires to renew the same, shall have the first right to renewal of same, the annual rental and the terms of the lease to be a matter to be agreed upon by the parties at that time.

IN WITNESS WHEREOF THE SAID PARTIES HAVE HEREUNTO SET their hands and seals this, the day and year in this instrument first above written.

Signed, sealed and delivered in presence of:

THE BOARD OF HOME MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA.

John Dixon

BY W R Patterson
~~Assistant Treasurer~~ Financial Secretary

A B McRae

C. G. Herron